

# VOICE PRODUCTS INC.

*"Voice Technologies For Your Business."*



## **Appendix C to DIR Contract Number No. DIR-SDD-786** **Software Support Agreement**

Voice Products, Inc, (VPI) supports certain VIQ Solutions Inc. Licensed Programs and certain third party programs licensed by VIQ Solutions Inc. both referred to collectively as "Supported Programs". Those software support services ("Support") for which \_\_\_\_\_ (Customer) subscribes will be provided by Voice Products, Inc. in accordance with this agreement (Agreement) through the Voice Products Inc. Software Support Agreement.

### **A SEPARATE LICENSE IS REQUIRED FOR EACH SYSTEM RUNNING VIQ SOLUTIONS SUPPORTED PROGRAMS.**

#### **A. SCOPE OF SERVICE**

Support offered by Voice Products, Inc. for a Supported Program(s) may include or consist of items described in this Agreement.

#### **B. SUBSCRIPTION SOFTWARE & MAINTENANCE SERVICE (SS&M)**

Under SS&M, updates and revisions for Supported Program(s) are provided during the subscription term. Each SS&M subscription for a Supported Program conveys the right to use the updated software on the one designated system on which Customer is licensed to use the Supported Program under a VIQ SOLUTIONS Software License Agreement. Information regarding software enhancements, programming notes and documentation corrections to VIQ SOLUTIONS Licensed Programs are also provided from time to time.

1. Right to copy. When purchasing SS&M for a Supported Program license on multiple systems, Customer shall purchase SS&M for the Supported Program on each system, on which Customer is licensed to use, and uses, the Supported Program. Customer may copy contents of SS&M only on each system without requiring VIQ SOLUTIONS to supply duplicate media and documentation as long as all program copies are licensed.
2. Support comprised of the services enumerated in sub-sections 3.1 through 3.4, and any Support options to which Customer elects to subscribe.
  - i. Software Subscription Service
  - ii. Telephone Software Support (TSS)  
See Section B above.
  - iii. Toll-free telephone assistance is made available to Customer's Designated Caller or either of two (2) designated alternates Monday through Friday, excluding holidays observed, during the eight consecutive hours from 9AM to 5PM Eastern Standard Time. TSS includes (i) software problem diagnosis consisting of problem isolation and definition; (ii) assistance with the proper operation of the Supported Programs. In critical situations, Voice Products, Inc. will attempt to provide an emergency bypass or temporary work-around.
3. Remote Software Support (RSS)

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With cooperation of Customer's Designated Caller, VIQ SOLUTIONS utilizes communications devices in conjunction with TSS for remote problem diagnosis and assistance with the operation of Supported Programs. Assistance is made available to Customer's Designated Caller or either of two (2) designated alternates Monday through Friday, excluding holidays observed, during the eight consecutive hours from 9AM to 5PM Eastern Standard Time.

#### 4. Off-hours Telephone Software Support (TSS)

Chargeable telephone assistance is made available to Customer's Designated Caller or either of two (2) designated alternates Monday through Friday, between the hours of 5:01PM to 7:59AM Central Standard Time, weekends and including holidays observed. OTSS includes (i) software problem diagnosis consisting of problem isolation and definition; (ii) assistance with the proper operation of the Supported Programs. In critical situations, Voice Products, Inc. will attempt to provide an emergency bypass or temporary work-around. Off-hours Telephone Software Support shall be billed at published rates or as defined in purchase order.

### C. EXCLUSIONS

Support provided under this Agreement shall not include (i) operating supplies or accessories; (ii) service due to failure of software not supplied by VIQ SOLUTIONS and/or not included on a Schedule; (iii) service provided when the reported problem is caused by network, hardware, firmware or media not supplied by VIQ SOLUTIONS, by operator error, by Customer's negligence or improper use of the system, or by Customer's failure to perform its responsibilities.

### D. ELIGIBILITY

Support provided under this Agreement is limited to Supported Programs running at installation locations within the Americas.

Each Supported Program(s) for which Support is requested must be licensed under a valid VIQ SOLUTIONS license.

In its discretion, Voice Products, Inc. may make a pre-contract onsite inspection and audit of up to four (4) hours, at no charge.

### E. TERM OF AGREEMENT

The Term of this Agreement shall be for one (1) year. Prior to the expiration of the Term, this agreement may be renewed upon thirty (30) days written notice provided by Customer to VPI for up to (number) \_\_\_\_ years, total not to exceed the length of DIR Contract.

### F. RESPONSIBILITIES OF CUSTOMER

Customer agrees that the use of any and all updates, changes, improvements, revisions, patches, data or documentation furnished by VIQ SOLUTIONS in connection with Supported Programs shall be governed by the terms and conditions of the relevant Software License Agreement and this Agreement.

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Customer shall provide full and free access to the system and the use of all necessary machines, communications facilities, features and other equipment as may be required by a Voice Products, Inc. Service representative providing on-site assistance, at no charge to Voice Products, Inc.

While this Agreement is in effect, Customer agrees to maintain the systems on which the Supported Programs are running at the prescribed VIQ SOLUTIONS revision levels, and also agrees to maintain a current back-up copy of the Supported Programs as well as any other programs and data used on the system. All software updates and/or revisions furnished to Customer hereunder must be installed on the system within thirty (30) days from the date they are shipped by VIQ SOLUTIONS and/or Voice Products, Inc. to Customer.

Customer shall provide Voice Products, Inc. with the name and both the workplace and home telephone numbers of Customer's Designated Caller. Customer shall update this information when appropriate.

## **G. CHARGES**

1. Payment Terms. SS&M Support is invoiced annually. Payment shall be made in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-786.
2. Exclusions  
Labor and material charges for services resulting from: Customer's order for services shall be invoiced to Customer at support rates set forth in Section 4.B. of DIR Contract No. DIR-SDD-786. Invoicing shall be in accordance with Section 7.B. of Appendix A. of DIR Contract No. DIR-SDD-786.

## **H. MOVEMENT OF EQUIPMENT**

Customer shall give Voice Products, Inc. at least thirty (30) days prior written notice of its intent to move any system from one installation location to another.

## **I. DISCLAIMER OF WARRANTY**

VIQ SOLUTIONS/VOICE PRODUCTS, INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARDS TO THE SERVICE AND MATERIALS PROVIDED HEREUNDER, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT.

## **J. LIMITATION OF LIABILITY**

IN NO EVENT SHALL VIQ SOLUTIONS/VOICE PRODUCTS, INC. OR ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE, TO THE EXTENT AUTHORIZED BY TEXAS LAW AND CONSTITUTION, FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFIT AND DAMAGES RESULTING FROM LOSS OF USE OR LOST DATA) HOWEVER CAUSED, INCLUDING NEGLIGENCE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, EVEN IF VIQ SOLUTIONS/VOICE PRODUCTS, INC. HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF. VIQ SOLUTIONS/VOICE PRODUCTS, INC. WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE IN WHOLE OR IN PART TO ANY CAUSE BEYOND VIQ SOLUTIONS/VOICE PRODUCTS, INC. REASONABLE CONTROL.

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SHOULD VIQ SOLUTIONS, INC/VOICE PRODUCTS, INC. INSTALL ANY UPDATES AND/OR REVISIONS TO THE SUPPORTED PROGRAMS, IT SHALL DO SO ONLY ON THE CONDITION THAT VIQ SOLUTIONS/VOICE PRODUCTS, INC. AND ITS SUPPLIERS AND SUBCONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY EFFECT SUCH UPDATE AND/OR REVISION MAY HAVE ON CUSTOMERS USE OF THE SYSTEM(S) AND/OR THE SUPPORTED PROGRAMS.

IN NO EVENT SHALL VIQ SOLUTIONS/VOICE PRODUCTS, INC. TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT EXCEED THE TOTAL NET CHARGES PAID BY CUSTOMER TO VIQ SOLUTIONS/VOICE PRODUCTS, INC. FOR SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING A CLAIM UNDER THIS AGREEMENT.

WHILE MAKING EVERY EFFORT TO PROVIDE QUALITY CUSTOMER SERVICE, VOICE PRODUCTS, INC WILL NOT BE LIABLE FOR ANY ACTIONS OF VIQ SOLUTIONS, INCLUDING PRODUCT DECISIONS OF MANUFACTURER REGARDING MARKETING, SUNSET AND/OR DISCONTINUATION OF SOFTWARE AND/OR HARDWARE.

## **K. TERMINATION**

Termination shall be in accordance with Section 10.B. of Appendix A of the DIR Contract No. DIR-SDD-786.

## **L. GENERAL**

A valid contract binding upon VPI will come into being only when VIQ SOLUTIONS accepts this Agreement. Assignment shall be in accordance with Section 4.D. of Appendix A. of the DIR Contract No. DIR-SDD-786. Any notice required or allowed under this Agreement shall be in accordance with Section 11.A. of Appendix A of the DIR Contract No. DIR-SDD-786. This Agreement and DIR Contract No. DIR-SDD-786 constitute the entire Agreement between the parties. In the event of a conflict between this Agreement and the DIR Contract No. DIR-SDD-786, the DIR contract controls.

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## Customer:

By: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Designated Caller

\_\_\_\_\_

## Voice Products, Inc.

By: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_